

**Restorative Outdoor Services, LLC
Release and Waiver of Liability, Assumption of Risk, Indemnity Agreement, and
Parental/Guardian Consent (“Agreement”)**

The purpose of this agreement is to exempt, waive and relieve Restorative Outdoor Services, LLC (“ROS”) from any and all liability for wrongful death, personal injury, and property damage, including, but not limited to, liability arising from the negligence of ROS. ROS includes ROS and their representatives, administrators, directors, agents, coaches, employees, and volunteers; other participants, sponsoring agencies, sponsors, and advertisers; and if applicable, the owners, operators, and lessors of premises on which the activities or events take place.

In regards to this agreement the term “Undersigned” refers to the Participant. If the Participant is under the age of 18 or legally incapacitated, then the Undersigned also refers to the Participant’s parent, legal guardian, or legal representative. The Participant’s parent, legal guardian, or legal representative may sign this form on behalf of the Participant without also accompanying the Participant on any of the activities or events. However, any and all discussion relating to Release, Waiver of Liability, Assumption of Risk, Indemnity Agreement, and Parental/Guardian Consent will be in regards to the Participant (including if they are a minor or legally incapacitated) as well as the Participant’s parent, legal guardian, or legal representative.

Waiver: In consideration of the Undersigned being allowed to participate in any ROS related events and activities (these include, but are not limited to the following: fishing outings, boating outings, hunts, etc.) the Undersigned agrees and acknowledges as follows:

I represent that I understand the nature of these events/activities and I am qualified to participate in such events and activities.

I represent that I do hereby release, waive, discharge, and covenant not to sue ROS from liability from any and all claims including the negligence of ROS resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in such Activity.

I represent and acknowledge that if I believe any event/activity conditions are unsafe, then I shall immediately discontinue participation in the Activity or Event.

Assumption of Risks: Participation in Activities/Events carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Undersigned will be taking part in activities that can be hazardous and involve the risk of physical injury and/or death. The activities are inherently dangerous and the Undersigned fully realizes the dangers of participating in the activities. The dangers and risks of the activities include, but are not limited to the condition of the premises and equipment; the acts, omissions, representations, carelessness, and negligence (but not reckless or intentional conduct) of ROS; as well as Undersigned’s own actions, or inactions, those of others participating in the event, and/or the conditions in which the event takes place. There may also be other risks either not known to Undersigned or not readily foreseeable at this time. Recognizing the risks and dangers, the Undersigned voluntarily chooses to participate in the activities and expressly assumes all risks and dangers of the participation in the activity, whether or not described above, known or unknown, inherent, or otherwise. Undersigned fully accepts and assumes all such risks and all responsibility for losses, costs, and damages that Undersigned incurs as a result of Undersigned’s participation in the activity/event.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in Restorative Outdoor Services activities or events. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless. I also agree to indemnify and hold ROS harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of Undersigned's participation in ROS activities and events, and to reimburse them for any such expenses incurred.

Undersigned unconditionally releases, forever discharges, and agrees not to sue ROS for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Undersigned's participation in the activities, including, but not limited to claims of negligence, breach of warranty, owners and lessors of premises on which the Activity or Event takes place and/or breach of contract the Undersigned may or will have against ROS. Undersigned also agrees to indemnify, defend, and hold harmless ROS from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Undersigned's participation in the activities. Lastly, Undersigned further agrees that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my and/or on the behalf of my minor child or individual whom I am guardian over, makes a claim against ROS, I will indemnify, save, and hold harmless ROS from any loss, liability, damage, or cost which any may incur as the result of such claim

Severability: The Undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Michigan and if any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

Miscellaneous: Undersigned agrees that they will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; that this agreement shall be governed by the laws of the State of Michigan and the exclusive jurisdiction and venue for any claim shall be located in the state courts located in Kalkaska County, Michigan; and that this agreement shall be binding upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.

Life Jacket Use: Undersigned agrees to use a life jacket when participating in the following activities: boating, fishing, and any other activity when directed by ROS. Undersigned understands that a life jacket is in no way a guarantee of safety. Undersigned agrees to assume full responsibility for complying with this paragraph and that ROS shall not be liable for any injury or damages resulting from Undersigned's failure to use a life jacket.

Media/Photo Waiver: Undersigned authorizes and gives full consent to ROS to copyright and/or publish for public view any and all photographs, digital recordings, videotapes, and/or film in which Undersigned appears. Undersigned agrees that ROS may transfer, use, or cause to be used, these digital recordings, photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, television programs, and internet without limitations or reservations.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, indemnity agreement, and parental/legally incapacitated guardian consent agreement, and I fully understand its terms, and understand that I am giving up substantial rights that may otherwise exist. I acknowledge that I am signing the agreement freely and voluntarily, without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. No one from ROS or person on behalf of ROS has told me anything that is inconsistent with or contrary to the terms of this Agreement. I understand that, in reliance upon my signature on this form, voluntarily given, I may be permitted to participate in ROS activities and/or events.

DO NOT SIGN this Release and Waiver form unless you understand and accept the terms stated above.

Participant's Signature	Participant's Name (please print clearly)	Date

FOR PARTICIPANTS UNDER THE AGE OF 18 OR LEGALLY INCAPACITATED

The undersigned parent, or legal guardian or legal representative acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor or legally incapacitated adult and that the minor or the legally incapacitated adult shall be bound by all the terms of this agreement. Additionally, by signing this agreement as the parent, or legal guardian or legal representative of a minor or legally incapacitated adult, the parent, legal guardian or legal representative understands that he/she is also waiving rights on behalf of the minor or legally incapacitated adult that the minor or legally incapacitated adult otherwise may have. The undersigned parent, or legal guardian or legal representative agrees that, but for the foregoing, the minor or legally incapacitated adult would not be permitted to participate in the activities. If signing as the parent, legal guardian or legal representative of a minor or legally incapacitated Participant, signing adults represent that they are a parent, legal guardian or legal representative of the Participant.

Parent/Legal Guardian or Representative Signature	Parent/Legal Guardian or Representative Name	Relationship	Date